



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029



SDMS DocID

2169185

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Ralph McElvenny, Jr., President  
USR Metals, Inc.  
2000 Bering Drive, Suite 258  
Houston, TX 77057

NOV 23 2010

**Re: Safety Light Corporation Site  
Bloomsburg, Columbia County, PA**

Dear Mr. McElvenny:

As you know through past correspondence and my telephone call to you on October 27, the U.S. Environmental Protection Agency ("EPA") is seeking information concerning a release, or the threat of release, of hazardous substances, pollutants or contaminants into the environment at the Safety Light Corporation Superfund Site which is located in Bloomsburg, Pennsylvania ("Site"). EPA acknowledges your response to its information request of 2006. However, you are receiving this subsequent request as more current corporate and financial information with regard to USR Metals, Inc. (hereinafter "you" or "USR Metals") is required by EPA.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e), EPA has the authority to require USR Metals to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), and pollutants and/or contaminants as defined by Section 101(33), 42 U.S.C. Section 9601(33), which were transported to, stored, treated, or disposed of at the above-referenced Site. This information request addresses all periods of ownership and operation of any of The Government's predecessor or affiliated companies.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.



Instructions for responding to this required submission of information are provided below.

### INSTRUCTIONS

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure 1, *Business Confidentiality Claims/Disclosure To EPA Contractors & Grantees Of Your Response*. You must clearly mark such information by either stamping or using any other form of notice that such information is trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of a question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate by the number of the specific question(s) or subpart of the question(s) to which it responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure 2, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure 2. Those terms shall have the meaning set forth in Enclosure 2 any time such terms are used in this Information Request and/or its Enclosures.

### INFORMATION REQUESTED

Within **thirty (30) business days** of receipt of this letter, USR Metals is to answer the questions relevant to its financial status and within **thirty (30) business days** of receipt of this letter USR Metals must substantiate all data provided. This substantiation includes, but is not limited to, copies of United States tax returns, schedules, audit reports (including, but not limited to forms 1120) for the tax years 2006 through 2009, inclusive. If your response to this Request for Information has not changed from your 2006 response, please indicate as such.

1. Business phone number and current address of USR Metals.
2. Type of business (e.g., manufacturing, charitable, etc.) and the state of incorporation.
3. Type of entity (e.g., corporation, partnership, sole proprietorship, private foundation . . . etc.), date and state of incorporation (if applicable).
4. Information about owners, partners, officers, major shareholders, directors, etc.:
  - a. Names and titles;
  - b. Effective date;
  - c. Home address;
  - d. Phone number;
  - e. Social Security Number; and
  - f. Total Shares or Interest.
5. Latest filed income tax return:
  - a. Form number (e.g., 1120, 990, 990PF, etc.);
  - b. Tax year ended; and
  - c. Net income before taxes.
6. Bank accounts (include all types of accounts such as payroll and general, savings, certificates of deposits, etc.):
  - a. Name of institution;
  - b. Address;
  - c. Type of account;
  - d. Account number; and
  - e. Balance.
7. Bank Credit Available (line of credit, etc.):
  - a. Name of institution;
  - b. Address;
  - c. Credit limit;
  - d. Amount owed;
  - e. Credit available; and
  - f. Monthly payments.
8. Location, box number, and contents of all safe deposit boxes rented or accessed.
9. A description of and statement of type of ownership, including the county and state, of any real property owned by USR Metals.

10. A list of life insurance policies or pollution insurance policies owned with USR Metals listed as a beneficiary:
  - a. Names of insured;
  - b. Company;
  - c. Policy number;
  - d. Type;
  - e. Face amount; and
  - f. Available loan value.
11. Additional information regarding financial condition:
  - a. The docket numbers and names of any court proceedings in which USR Metals or any of its subsidiaries is currently involved;
  - b. The docket number, dates, and chapter of any bankruptcies filed by USR Metals or any of its subsidiaries;
  - c. Identify any assets transferred, at less than full value, by USR Metals in the past five years;
  - d. Identify any trusts, estates, profit-sharing plans, etc. in which USR Metals participates; and
  - e. Identify any real property that USR Metals disposed of within the past three years. Include the selling price, the entity to which the property was conveyed, and the recipient of the proceeds of the sale of the property.
12. Accounts/notes receivable of USR Metals including loans to stockholders, officers, partners, etc.:
  - a. Name;
  - b. Address;
  - c. Amount due;
  - d. Date due; and
  - e. Status.
13. An analysis of USR Metals' current assets and liabilities to include:
  - a. Current cash on hand;
  - b. Current bank account amounts;
  - c. The amounts of accounts/notes receivable (from paragraph 12) and a list and the amounts of stocks, bonds and other investments;

d. Real Property (from paragraph 9):

1. Current market value;
2. Balances due;
3. Equity;
4. Amount of monthly payment;
5. Name and address of lien/note holder/obligee;
6. Date pledged; and
7. Date of final payment.

e. Vehicles (models, year, tag numbers and the State of registration):

1. Current market value;
2. Balances due;
3. Equity;
4. Amount of monthly payment;
5. Name and address of lien/note holder/obligee;
6. Date pledged; and
7. Date of final payment.

f. Machinery and equipment (specify type, model number, etc.):

1. Current market value;
2. Balance due;
3. Equity;
4. Amount of monthly payment; and
5. Name and address of lien/note holder/obligee.

g. Merchandise Inventory (specify):

1. Current market value;
2. Balance due;
3. Equity;
4. Amount of monthly payment; and
5. Name and address of lien/note holder/obligee.

h. Other assets (specify):

1. Current market value;
2. Balance due;
3. Equity;
4. Amount of monthly payment;
5. Name and address of lien/note holder/obligee; and
6. Description.

- i. Liabilities (include notes and judgments):
  1. Current balance due;
  2. Amount of monthly payment;
  3. Name and address of lien/note holder/obligee;
  4. Date pledged; and
  5. Date of final payment.
14. Current Income (on a monthly basis):
  - a. Gross receipts from sales, services, etc.;
  - b. Gross rental income;
  - c. Interest;
  - d. Dividends; and
  - e. Other income (specify).
15. Current Expenses (on a monthly basis):
  - a. Materials purchased;
  - b. Net wages and salaries;
  - c. Rent;
  - d. Installment payments;
  - e. Supplies;
  - f. Utilities/telephone;
  - g. Gasoline/oil/fuel/(vehicles);
  - h. Repairs and maintenance;
  - i. Insurance;
  - j. Current taxes; and
  - k. Other (specify).
16. State the name, address, telephone number, date and state of incorporation (if applicable) and nature of business of any subsidiary or business related to or affiliated with USR Metals.
17. If USR Metals has any information about other parties who may have information which may assist the Agency in its investigation of the Site or who may be responsible for the generation of, transportation to, or release of contamination at the Site, and such information has not been previously provided to EPA, please provide such information. The information USR Metals provides in response to this request should include the party's name, address, type of business, and the reasons why USR Metals believes the party may have contributed to the contamination at the Site or may have information regarding the Site.
18. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts referencing the site or facility (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance).

19. To the extent not provided in Question 18 above, provide copies of all insurance policies that may potentially provide USR Metals with insurance for bodily injury or property damage in connection with the Site and/or USR Metals' business operations (including, but not limited to, Comprehensive General Liability). Include, without limitation, all primary, excess, and umbrella policies.
20. If there are any such policies from Questions 18 or 19 above of which you are aware but have no copies, identify each such policy to the best of your ability by identifying:
  - a. The name and address of each insurer and of the insured;
  - b. The type of policy and policy numbers;
  - c. The per occurrence policy limits of each policy; and
  - d. The effective dates for each policy.
21. Identify all insurance brokers or agents who placed insurance for USR Metals at any time during the period being investigated as identified in Question 18 and identify the time period during which such broker or agent acted in this regard.
22. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of USR Metals under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.
23. Identify any previous settlements with any insurer in connection with the Site, or for any claims for environmental liabilities during the time period in question. Include any policies surrendered or cancelled by USR Metals or insurer.
24. Identify any and all insurance, accounts paid or accounting files that identify USR Metals' insurance policies.
25. Identify USR Metals' policy with respect to document retention.
26. Describe the corporate relationship and affiliation and state the name, address, telephone number, date and state of incorporation (if applicable) and nature of business of any subsidiary or business related to or affiliated with USR Metals, including, but not limited to: Metreal Corporation, USR Chemical Products, Inc., USR Lighting Products, Inc., Safety Light Corporation, USR Industries, Inc., Unatco Funding Corporation, Isolite Corporation, Shield Source Incorporated, Lime Ridge Industries, Inc., and U.S. Natural Resources, Inc.
27. For each corporation, partnership, business or business entity identified in response to question 26, complete a separate copy of the form attached in Appendix B to this letter titled "Financial Statement of Corporate Debtor."

You must respond in writing to this required submission of information within **30 calendar days** of your receipt of this letter. For a corporation, the response must be signed by an appropriately authorized corporate official. For other entities, the response must be signed by an authorized official of that entity. If, for any reason, you do not provide all information responsive to this letter, in your answer to EPA you must: (1) describe specifically what was not provided, (2) supply to EPA a clear identification of the document(s) not provided, and (3) provide to EPA an appropriate reason why the document(s) was not provided.

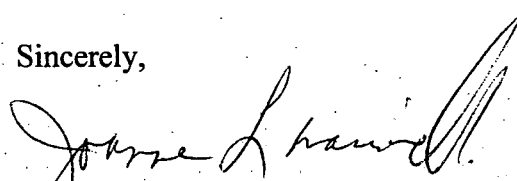
All documents and information should be sent to:

Harry Steinmetz (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this request for information please contact Harry Steinmetz at (215) 814-3161. Legal questions can be referred Humane Zia, Esquire, at (215) 814-3454. Technical questions can be referred to Mitch Cron the Site Remedial Project Manager at (215) 814-3286.

Sincerely,



Joanne L. Marinelli, Chief  
Cost Recovery Branch

cc: Mitch Cron (3HS22)  
Humane Zia (3RC41)

Enclosures: Enclosure 1: Information Requirement Enclosure  
Enclosure 2: Definitions  
Enclosure 3: List of Contractors That May Review Your Response



## **Enclosure 1**

### **Business Confidentiality Claims**

You may be entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

### **Disclosure Of Your Response to EPA Contractors and Grantees**

EPA may contract with one or more independent contracting firms (See Enclosure 3) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employment Program (SEE Enrollees). The SEE program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to CERCLA, 42 U.S.C. Section 9604(e)(7) and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed. Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure 3, you must notify EPA in writing at the time you submit such documents.

## **Enclosure 2**

### **Definitions**

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, interoffice and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 [of the U.S. Code], (b) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of [CERCLA], (c) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 [of the U.S. Code]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).
5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of [CERCLA] or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of [CERCLA], and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, holding companies.

**Enclosure 3**

[rev. 10/2010]

**List of Contractors That May Review Your Response**

**Artic Slope Regional Corporation**

Contract # EP-W-05-052

Subcontractor: Booz-Allen & Hamilton

**Booz-Allen & Hamilton**

Contract # GS-35F-0306J (GSA Schedule)

**CDM-Federal Programs Corporation**

Contract # EP-S3-07-06

Subcontractors: L. Robert Kimball & Associates  
Inc.

Page Technologies Inc.  
Avatar Environmental LLC  
Terradon Corporation

**Chenega Global Services, LLC**

Contract #EP-S3-09-02

**EA Engineering, Science and Technology,  
Inc.**

Contract #EP-S3-07-07

Subcontractor: URS

**Eisenstein Malanchuck, LLP**

Contract #EP-W-07-079

Subcontractors: R. M. Fields  
International, LLC  
James C. Hermann & Associated  
MacRae & Company, Inc.

**Guardian Environmental Services**

Contract # EP-S3-07-02

Subcontractor: Aerotech, Inc.  
Guardian Equipment

**Hydrogeologic (HGL)**

Contract #EP-S3-07-05

Subcontractor: CH2MHill  
Sullivan International

**Kemron**

Contract # EP-S3-07-03

Subcontractor: Clean Venture/Cycle Chem Inc.  
CMC Inc.  
Los Alamos Technical Associates,  
Inc.  
Carlucci Construction

**Weston Solutions**

Contract #EP-S3-1005

**Tech Law, Inc.**

Contract #EP-S3-1004

**Tetra Tech NUS, Inc.**

Contract #EP-S3-07-04

**WRS Infrastructure & Environment, Inc.**

Contracts # EP-S3-07-01 and #EP-S3-07-09

Subcontractors: AEG Environmental  
Environmental Staffing  
Veolia Environmental Services  
Lewis Environmental Group

**Industrial Economics, Inc.**

Contract # EP-W-06-092

**Cooperative Agreements**

National Association of Hispanic Elderly

#CQ-832815

#CQ 83424401